BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

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Order Instituting Investigation on the Commission's Own Motion into the Rates, Operations, Practices, Services and Facilities of Southern California Edison Company and San Diego Gas and Electric Company Associated with the San Onofre Nuclear Generating Station Units 2 and 3	Investigation 12-10-013 (Filed October 25, 2012)
And Related Matters	Application 13-01-016 Application 13-03-005 Application 13-03-013 Application 13-03-014

DECLARATION OF THE UTILITY REFORM NETWORK IN RESPONSE TO THE JOINT RULING OF THE ASSIGNED COMMISSIONER AND ADMINISTRATIVE LAW JUDGE AS CLARIFIED BY THE FEBRUARY 14, 2018 RULING

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February 15, 2018

DECLARATION OF MARK TONEY

I, Mark Toney, declare as follows:

1. I am the Executive Director of The Utility Reform Network. I have personal knowledge of the facts stated in this declaration.

2. I submit this declaration in response to the February 6, 2018, Joint Ruling of Assigned Commissioner and Administrative Law Judge Granting in Part and Denying in Part the Joint Motion to Stay Proceedings in Investigation 12-10-013 et al. ("Joint Ruling"), as clarified by the Email Ruling: I.12-10-013 Clarification of Feb[ru]ary 6, 2018 Ruling in Response to Email Sent to ALJ on February 9, 2018 ("February 14 Ruling").

3. The Joint Ruling identifies three agreements: (a) the January 30, 2018, proposed Settlement Agreement ("Settlement Agreement"), (b) the January 10, 2018, Utility Shareholder Agreement between Southern California Edison Company ("SCE") and San Diego Gas & Electric Company ("SDG&E") (and their respective parent companies), and (c) the January 30, 2018, Federal Court Agreement, between Plaintiffs in the Federal Court action and SCE.

4. The February 14 Ruling clarifies that the Joint Parties are to identify all agreements, including agreements relating to the mediation process or to litigation of the OII, insofar as those agreements "relate to the proposed settlement agreement, and or have provisions/terms that are contingent upon or make reference to the Commission adopting the proposed settlement." The February 14 Ruling states that agreements that are subject to Rule 12.6 or that have been superseded by the proposed

Settlement Agreement or are no longer operative are excluded from this directive, as are the 2014 settlement agreement and its amendment.

5. As part of the mediation process, the Joint Parties entered into the following agreements: (1) an agreement among themselves and with Phillips ADR to retain Phillips ADR to provide mediation services, including financial terms of such retention, (2) an agreement with Phillips ADR regarding the protocols for the mediation process, (3) agreements among themselves and with Phillips ADR regarding confidentiality of the mediation, and (4) nondisclosure agreements among the Joint Parties pursuant to which certain confidential information was provided in the mediation process. These agreements predated, and therefore necessarily did not refer to the Settlement Agreement, but The Utility Reform Network is identifying them out of an abundance of caution. In addition, the Joint Parties had various informal agreements relating to the scheduling of meetings and calls, related logistics, allocation of responsibility for drafting pleadings and agreements, and similar matters that are not contingent upon and do not make reference to the Commission adopting the Settlement Agreement.

6. Other than the agreements identified in paragraphs 3 and 5 above or excluded by the directive as explained in paragraph 4, The Utility Reform Network is not aware of any agreement between or among any of the Joint Parties, or between any of the Joint Parties and any third party, that relates to the proposed Settlement Agreement or has provisions/terms that are contingent upon or make reference to the Commission adopting the proposed Settlement Agreement.

I declare pursuant to Rule 1.1 of the Commission's Rules of Practice and Procedure that the foregoing is true and correct to the best of my knowledge and belief.

Executed at San Francisco, CA on February 15, 2018.

Mark Toney